

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE 16		PAGE OF PAGES 1 5		
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE May 26, 2006		4. REQUISITION/PURCHASE REQ. NO. See Page 2		5. PROJECT NO. (If applicable)	
6. ISSUED BY PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS21-MDP		7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS21-MDP/Kimberly S. Daniels 256-544-0609 Kimberly.s.daniels@nasa.gov		CODE PS21-MDP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. c/o 600 William Northern Blvd Sverdrup Technology, Inc. Tullahoma, TN 37388 MSFC Group 6703 Odyssey Drive Suite 303 Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C	
						10B. DATED (SEE ITEM 13) 09/28/2005	
CODE CAGE : 07486		VENDOR CODE 100028					

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) ) FAR 43.103(b), Limitation of Funds clause, Changes clause, and Mutual Agreement of the Parties

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION			Total Contract Value	Total Funding Allotted
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee		
Previous	\$100,000,000	\$5,100,000	\$3,400,000	\$0	\$0	\$0	\$24,596,485	\$41,625,118
This Mod	(23,211,160)	(831,195)	(554,130)	23,211,160	831,195	554,130	0	\$11,169,696
New Total	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$831,195	\$554,130	\$24,596,485	\$52,794,814

## See Page 3 for Description

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) James M. Shelton Financial/Business Operations Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson Contracting Officer	
15B. CONTRACTOR/OFFEROR  /s/ Original Signed by James M. Shelton (Signature of person authorized to sign)	15C. DATE SIGNED 05.26.2006	16B. UNITED STATES OF AMERICA  BY /s/ Original Signed by Marty B. Hanson (Signature of Contracting Officer)	16C. DATE SIGNED 05.26.2006

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Purchase Request No./Accounting & Appropriation Data

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
4200155345	197009.10.02.01.03	62EV32	EXCX22006D	-\$62,600
4200137676	62-101-58-02	62EI02	ESAX22005D	-\$15,000
4200155798	522632.08.01.01	62EM30	EXCX22006D	\$7,000
	62-101-15-90	62EM10	ESAX22005D	\$15,820
	522094.08.01.01.03.01	62EM03	EXCX22006D	\$23,655
	62-110-89-32	62EM40	ESAX22005D	\$30,000
	62-252-01-01	62ED03	EXCX22005D	\$110,000
	197009.10.01.01.12	62ER41	EXCX22006D	\$16,000
	62-110-89-41	62EM40	ESAX22005D	\$3,000
	62-110-89-51	62EM30	ESAX22005D	\$10,000
4200156764	516572.04.06.01.01	62EI53	ESAX22006D	\$162,899
	401769.06.03.07.02.03	62EI53	EXCX22006D	\$233,396
	401769.06.08.02.04.02	62EI41	EXCX22006D	\$56,072
	62-467-10-20-W3	62EI32	EXCX22005D	\$45,243
	62-467-10-30-X2	62EI24	EXCX22005D	\$3,774
	197009.10.01.01.05	62EI42	EXCX22006D	\$10,000
	197009.10.01.01.05	62EI24	EXCX22006D	\$4,686
	522632.08.01.01	62EI24	EXCX22006D	\$3,500
	62-617-47-50	62EI32	EXCX22005D	\$10,089
	516572.04.06.02.01	62EI53	ESAX22006D	\$82,493
	62-467-10-20-W3	62EI12	EXCX22005D	\$95,852
	401769.06.08.02.04.02	62EI11	EXCX22006D	\$18,467
	62-467-10-20-W6	62EI11	EXCX22005D	\$18,827
	378710.05.02	62EI51	ESAX22006D	\$374
	604746.02.06.05.08	62EI01	ESAX22006D	\$14,600
	401769.06.03.07.04.04	62EI24	EXCX22006D	\$15,347
	401769.06.01.02.03	62EI21	EXCX22006D	\$71,494
	401769.06.08.02.04.02	62EI12	EXCX22006D	\$22,207
	62-614-20-04-1M	62EI12	EXCX22005D	\$1,745
	62-614-20-04-1A	62EI12	EXCX22005D	\$156
4200157055	136905.08.01.03	62EV22	ESAX22006D	\$74,000
	136905.08.01.04	62EV63	ESAX22006D	\$30,000
	136905.08.01.04	62EV61	ESAX22006D	\$22,984
	136905.02.04.08	62EV12	ESAX22006D	\$239,626
	136905.02.01.08	62JP10	ESAX22006D	\$37,524
	604746.01.98.08	62VP02	ESAX22006D	\$86,930
	136905.02.05.08	62EV63	ESAX22006D	\$480,102
	136905.02.04.08	62EV31	ESAX22006D	\$117,494
	136905.02.04.08	62EV33	ESAX22006D	\$179,948
	136905.02.04.08	62EV32	ESAX22006D	\$63,636

	136905.08.05.07.01.08	62ER33	ESAX22006D	\$35,000
	136905.02.06.08	62EI13	ESAX22006D	\$30,000
	136905.02.06.08	62EI24	ESAX22006D	\$30,000
	136905.08.05.09.02.08	62EI32	ESAX22006D	\$165,140
	136905.02.04.08	62ER42	ESAX22006D	\$6,000
	136905.02.02.08	62JP10	ESAX22006D	\$230,801
	136905.02.04.08	62JP10	ESAX22006D	\$562,076
	136905.02.05.08	62JP10	ESAX22006D	\$549,180
	136905.02.06.08	62JP10	ESAX22006D	\$662,937
	136905.02.03.08	62JP10	ESAX22006D	\$651,757
	136905.08.04.01.08.01	62JP02	ESAX22006D	\$200,000
	321878.04.10.01.01	62JP40	ESAX22006D	\$2,489
	136905.08.05.11.01.01.08	62EV63	ESAX22006D	\$309,633
	136905.08.05.08.06.08	62EV24	ESAX22006D	\$24,440
	136905.08.05.08.01.08	62EV22	ESAX22006D	\$19,924
	136905.08.05.03.01.01.08	62EV32	ESAX22006D	\$534,046
	136905.08.01.04	62ER22	ESAX22006D	\$122,633
	136905.01.01.08	62NP20	ESAX22006D	\$77,427
	136905.01.01.08	62NP02	ESAX22006D	\$21,699
	136905.01.01.08	62JP02	ESAX22006D	\$858
	136905.08.03.01.08	62JP40	ESAX22006D	\$24,921
	136905.08.05.06.01.08	62ER41	ESAX22006D	\$15,000
	136905.08.04.01.08.11	62ER43	ESAX22006D	\$100,000
	136905.02.06.08	62EV22	ESAX22006D	\$597,900
	136905.08.04.01.08.07	62EV22	ESAX22006D	\$170,000
	136905.08.04.01.08.11	62ER32	ESAX22006D	\$114,342
	136905.08.05.03.03.01.08	62EV32	ESAX22006D	\$210,277
	136905.08.05.09.02.08	62EV22	ESAX22006D	\$100,000
	136905.08.05.03.01.01.08	62EV31	ESAX22006D	\$149,171
	136905.08.05.02.01.08	62EV32	ESAX22006D	\$93,616
	136905.08.05.05.01.08	62ER41	ESAX22006D	\$15,000
4200157230	524238.08.01.01.03	62EV12	EXCX22006D	\$38,054
	197009.10.01.01.11	62EV33	EXCX22006D	\$144,000
	401769.06.01.02.03	62EV23	EXCX22006D	\$83,155
	931164.08.04	62EV30POOL	EXCX22006D	\$30,000
	197009.10.01.01.10	62EV31	EXCX22006D	\$83,000
	197009.10.02.01.02	62EV32	EXCX22006D	\$62,600
	62-617-47-20	62EV21	EXCX22005D	\$130,000
	931164.08.04	62EV13POOL	EXCX22006D	\$11,578
	197009.10.01.01.03	62EV13	EXCX22006D	\$63,500
	524238.08.01.01.03	62EV33	EXCX22006D	\$42,002
	524238.08.01.01.03	62EV31	EXCX22006D	\$137,559
	401769.06.03.03.02.07	62EV63	EXCX22006D	\$2,692
	401769.06.01.01.08	62EV34	EXCX22006D	\$90,296
	401769.06.01.01.08	62EV32	EXCX22006D	\$16,229

	401769.06.01.01.08	62EV63	EXCX22006D	\$112,484
	401769.06.01.01.08	62EV12	EXCX22006D	\$5,489
	401769.06.03.07.03.03	62EV13	EXCX22006D	\$8,727
	401769.06.03.03.02.07	62EV13	EXCX22006D	\$125,000
	516572.04.06.01.01	62EV52	ESAX22006D	\$120,617
	401769.06.03.07.02.03	62EV52	EXCX22006D	\$39,524
	62-467-10-20-W3	62EV52	EXCX22005D	\$138,805
	401769.06.01.02.03	62EV24	EXCX22006D	\$14,075
4200157237	278083.01.01.03	62VP40	ESAX22006D	\$106,334
	463169.01.12.01	62VP31	ESAX22006D	\$113,807
	62-344-42-10	62VP35	ESAX22005D	\$6,935
	401769.06.08.02.04.02	62VP30	EXCX22006D	\$52,441
	62-467-10-30-X1	62VP30	EXCX22005D	\$55,151
	62-467-10-20-W1	62VP30	EXCX22005D	\$34,650
	637495.06.02.01.08.01	62VP30	EXCX22006D	\$234,127
	401769.06.02.02.01.09	62VP30	EXCX22006D	\$84,442
4200157988	62-379-30-01	62VP11	EXCX22005D	\$55,000
	825080.05.06.01	62EO30	ESAX22006D	\$120,000
4200158476	750271.09.01.08	62ET10	EXCX22006D	\$12,705
	814060.08.07	62ET30	ESAX22006D	\$198,894
	814060.08.07	62ET01	ESAX22006D	\$19,569
4200159805				
	520871.08.01.01.02	62ER43	EXCX22006D	\$36,128
	62-617-46-10	62ER23	EXCX22005D	\$7,704
	522632.08.01.01	62ER22	EXCX22006D	\$112,316
	197009.10.01.01.12	62ER42	EXCX22006D	\$42,500
	644423.06.02.14.08	62ER22	ESAX22006D	\$210,000
			TOTAL	\$11,169,696

Description of Modification

The purpose of this modification is to provide \$11,169,696 of incremental funding and extend the estimated funding coverage date through October 3, 2006, pursuant to Clause 52.232-22, Limitation of Funds. It also is to update Clause B-2, Estimated Cost, Performance and Award Fee, to provide additional information for the Summation of Task Orders for Base Year 10/16/2005 – 03/31/2006; add Clause 1852.237-72, Access to Sensitive Information, and Clause 1852.237-73, Release of Sensitive Information, to PART II: Contract Clauses, Section I; revise DRD 1061MA-002, Activity Reports, to change the submission frequency from ten working days following the end of the Contractor's accounting month to ten working days following the end of the calendar month; and revise DD Form 254, Contract Security Classification and Specification, of Attachment J-12; all pursuant to the Changes clause and Mutual Agreement of Parties. Accordingly, the contract is changed in the following particulars:

- A. Clause B. 2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE, shown in Mod 10 is hereby deleted in its entirety and the revised Clause B.2, shown on enclosed replacement page B-2 (Mod 13), is substituted in lieu thereof.
- B. Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990), shown in Mod 12 is hereby deleted in its entirety and the revised Clause B.4, shown on enclosed replacement page B-4 (Mod 13), is substituted in lieu thereof.
- C. Clause 1852.237-72, ACCESS TO SENSITIVE INFORMATION (JUNE 2005), and Clause 1852.237-73, RELEASE OF SENSITIVE INFORMATION (JUNE 2005) (JUNE 2005), shown on enclosed replacement pages J-12 (Mod 13) through J-15 (Mod 13) are hereby added to PART II: CONTRACT CLAUSES, SECTION I. In order to implement this change, pages I-12 through I-20 of the basic contract should be removed and replaced with the enclosed replacement pages I-12 (Mod 13) through I-23 (MOD 13).
- D. DRD 1061MA-002, Activity Reports, shown in the basic contract, is hereby deleted in its entirety and the revised DRD 1061MA-002, shown on enclosed replacement page J-2-19 (Mod 13), is substituted in lieu thereof.
- E. DD Form 254, CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION, of Attachment J-12 of the basic contract is hereby deleted in its entirety and the enclosed revised DD Form 254, shown on enclosed replacement pages J-12-2 (Mod 13) and J-12-3 (MOD 13), is substituted in lieu thereof.
- F. Revisions described above are indicated by a vertical line in the right margin of the enclosed replacement pages.

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract  
Change Identification

Modification 13

Contractor  
Proposal Number

Not Applicable

- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

**B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$50,720,181. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through October 3, 2006.
- (b) An additional amount of \$2,074,633 is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	\$39,988,008	\$10,732,173	\$50,720,181
Prov. Performance Fee:	\$982,266	\$262,514	\$1,244,780
Prov. Award Fee:	\$654,844	\$175,009	\$829,853
Earned Performance Fee:	\$0	\$ 0	\$0
Earned Award Fee:	\$0	\$ 0	\$0
Total Sum Allotted:	\$41,625,118	\$11,169,696	\$52,794,814

(End of Clause)